

SECRET

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D. C.

OCT 19 3 47 PM 1964

EXHIBIT C

REGISTRATION No. 1863

REGISTRATION

TO REGISTRATION STATEMENTS

Under the Foreign Agents Registration Act of 1938, As Amended

Furnish this exhibit for each FOREIGN PRINCIPAL of the Registrant.

THIS EXHIBIT WILL NOT BE ACCEPTED FOR FILING UNLESS IT IS REASONABLY COMPLETE AND ACCURATE.

1. Name and address of Registrant. **Modern Talking Picture Service, Inc.
3 East 54th Street, New York, N. Y. 10022**

2. (a) Name of Foreign Principal. **Island Government of Curacao**

(b) Principal address of Foreign Principal. **1270 Avenue of the Americas, New York, N. Y.**

3. If the Foreign Principal is a foreign government, state the following:

*Branch or agency thereof represented
by Registrant*

*Name and title of official with
whom Registrant deals*

Curacao Information Center

Miss Hendriena W. A. Van Hoboken

4. If the Foreign Principal is an individual (natural person), state -

(a) All present business and residence addresses not given under item 2(b). **not applicable**

(b) Citizenship or nationality:

(c) If an officer, employee, or agent of a foreign government, foreign political party, or any official or agency thereof, state -

*Name of such government,
political party, official, or
agency*

*Nature of Foreign Principal's
office, employment, or
agency*

*Nature of any subsidy
or other financial
arrangement*

5. If the Foreign Principal is not an individual (natural person) or a foreign government, state the following:

(a) Type of Foreign Principal's organization. **not applicable**

Committee _____ Voluntary group _____ Association _____

Partnership _____ Corporation _____ Foreign Political Party _____

Other (specify) _____

(b) Date and place of organization.

TERMINATED 6/15/65
SEE Supplement 12/22/65

(c) All partners, officers, directors, and similar officials of the Foreign Principal.

Name and address of official

Position, office or nature of duties

n

(d) List, if any, all of the Foreign Principal's branches and local units and other component or affiliated groups or organizations in the United States and elsewhere.

*Name and address of branch, unit
group, or organization*

*Nature of connection with foreign
principal*

(e) Branch or group, if any, represented by Registrant.

6. If the Foreign Principal is not a foreign government but is supervised, directed, or controlled by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons*

*Nature and extent of supervision,
direction or control*

not applicable

7. If the Foreign Principal is not a foreign government but is financed or subsidized in any way by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons*

*Nature and extent of such financing
or subsidization*

not applicable

8. If the Foreign Principal is not a foreign government, state nature of all its businesses, occupations or functions:

not applicable

Modern Talking Picture Service, Inc.

3 EAST FIFTY FOURTH STREET NEW YORK 22, N. Y. PLAZA 8-2900

February 11, 1964

ISLAND GOVERNMENT OF CURACAO
%Curacao Information Center
1270 Avenue of the Americas
New York, New York

REGISTRATION NO. 1803

General 16mm

Gentlemen:

In connection with our arranging for showings of your motion picture(s) titled,

CURACAO: CARIBBEAN DUTCH TREAT

we propose the following terms.

- | | |
|-----------------|--|
| AUDIENCES | 1. We shall arrange for showings by organizations, including
General 16mm audiences, community groups and clubs
XXXXXXXXXXXXXXXXXXXX
Television stations |
| TERRITORY | 2. Showings will be limited to audiences in
The United States
The Dominion of Canada |
| PROMOTION | 3. We will furnish at our expense promotional material for our use in announcing the film and for securing arrangements for its showing. |
| ADVANCE NOTICES | 4. We will send an advance notice of each booking to you. It is understood that we may arrange desirable bookings on short notice that will not allow actual delivery of the advance notice before the playdate. |
| PRINT SHIPMENT | 5. Shipment of prints will be made by us in time to accommodate scheduled bookings. On return of the film we will make a thorough inspection and will clean and make minor repairs as necessary. |
| SHOWING REPORTS | 6. We shall obtain reports from the organizations which showed the film signed by a representative or member. These reports of showings will be directed to our headquarters office and at monthly intervals will be consolidated into a tabulated report for that period for you. |
| RATES | 7. For each of the bookings we make and serve under the conditions of this agreement we will bill you at the following rates: |

PR 115

- 16 mm. prints
for general
distribution

161 ar prints
or television
distribution

11 color prints
~~XXXXXXXXXX~~

50' 16mm head sections
100' 16mm head sections
35' 16mm tail sections

9. If, during inspection, we find that prints of your film have become worn or damaged so that they will no longer provide showings of the quality that properly presents your story, we will withdraw those prints from service promptly. If the damage is repairable through purchase of replacement sections, we will ask that you buy such sections so we can make the repairs and return the print to circulation. When the print is worn or damaged so that it cannot be repaired, we will advise you of its destruction so that you may adjust your inventory records.

Should the foregoing shipping cases provided with your prints become damaged while in circulation or become so worn that they will no longer properly protect your film, we will buy replacement cases as needed and will bill you at the current list price for those cases. It is understood that our authority to purchase replacement cases is limited to an annual quantity not to exceed 25% of the number of your prints in circulation.

We will ship television prints to television stations at our expense; ~~retroactive~~
~~of which a representative 16mm audience will be borne by the organization covered~~
~~by the bill, under the provisions of the bill.~~

Prints of your film remain your property. We will be responsible for them during the time they are in our possession and while in transportation originated by us, we are not to be held responsible for damage or loss by exhibitors or during transportation originated by them.

It is agreed that motion picture prints depreciate through normal usage and that for the purpose of insurance or liability these prints will be valued at laboratory cost depreciated at the rate of 30% a year for the first three years, thereafter at 10% of their laboratory cost. Neither party shall be liable for loss of prints through, or occasioned by, an act of God or the public enemy or by riot, fire, insurrection, strikes, flooding, labor disturbances or by the failure of any transportation company or agency.

At the termination of this agreement your property then in our possession will be returned to your FOB shipping point after commitments have been served.

In the event that Federal, state or local statutes impose taxation on us because of our possession of your property, we will have the right to invoice you the net sums of any such taxes paid by us on your property.

ADVERTISING

4. In connection with advertising, publicity and promotion relating to the showing of your motion picture, we may use such expressions as "A Modern Talking Picture Service Production" or other similar expressions.

PAYMENT

5. Payment of all invoices for services or materials will be made by you within ten (10) days after receipt by you.

TERM

6. The term of this understanding will be for a period of (1) one year from

November 1, 1963

after which it may be terminated by either party by sixty (60) days written notice to the other. At the time of any such termination it is understood that any and all advance booking commitments confirmed to audiences will be honored and served by us and paid for by you at the full booking rate agreed to herein. We shall have the right to accept bookings during that sixty day period, providing the playdates for such bookings occur within the sixty day period.

It is understood that under normal circumstances booking commitments may be made as much as eleven (11) months ahead of playdates. Should you find it essential to have us accept confirmed advance bookings for any reason, it is agreed that you shall pay us the full booking rate for those bookings.

INDEMNIFICATION

17. You shall at your own cost, indemnify, defend and hold us and our licensees booking and showing the picture harmless from any claim or demand which may be made or asserted against us or said licensees by reason of any claim of violation or infringement of the trademark, tradename, copyright, literary, artistic, dramatic, personal, private, civic or property right, or the right of privacy of any individual, firm, corporation or association; and we shall have the right to participate in the defense of any action or actions brought in connection therewith. Neither of us shall be liable for any act, delay or omission occasioned by an Act of God or the public enemy, or by riot, insurrection, strikes, labor disturbances or by any failure or delay by any transportation company or agency for any act, delay or omission not due to the personal negligence of either party.

If the foregoing meets with your approval, kindly sign a copy of this agreement below the word "accepted" and return it to us. It will then constitute the agreement between us covering the foregoing.

Very truly yours,

MODERN TALKING PICTURE SERVICE, INC.

by *James B. Withers*
title **Account Executive**
by *[Signature]*
title **Vice President**

ACCEPTED:

[Signature]

A. J. van Hesteren

title **Act. In. Governor**